

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
Greenbelt Division

CLIMBZONE, LLC :  
13200 Mid Atlantic Boulevard  
Suite 130 :  
Laurel, Maryland 20708

: Plaintiff

v.

: Case No. \_\_\_\_\_

CLIFFORD WASHINGTON :  
7520 Oak Ln Rd.  
Cheltenham, PA 19012

: and

CW3, LLC :  
7520 Oak Ln Rd.  
Cheltenham, PA 19012

: Defendants

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**COMPLAINT SEEKING CONFIRMATION OF  
ARBITRATION AWARD, UNDER THE FEDERAL ARBITRATION ACT**

The Plaintiff, Climbzone, LLC, by its attorneys, Philip J. McNutt and the Law Office of Philip J. McNutt, PLLC, pursuant to, *inter alia*, The Federal Arbitration Act, 9 U.S.C. §§ 1-14 (, hereinafter referred to as "the Act"), states as follows in support of its Complaint against the Defendants:

**Jurisdiction and Venue**

1. Jurisdiction of this Court is based on 28 U.S.C. §1331 and 9 U.S.C. §1-14 (federal question jurisdiction).

2. Venue in this judicial district is based on 9 U.S.C. §1- 14, in that this matter is commenced to enforce an Arbitration Award entered in the District of Maryland, in accordance with the Act.

### **Parties**

3. The Plaintiff, Climbzone, LLC (“Climbzone) is a Maryland limited liability company and is the Claimant in an Arbitration Proceeding commenced before the American Arbitration Association, Case No. 01-15-0002-6140 (“the Arbitration”).

4. The Defendant, Clifford Washington (“Washington”), is, on information and belief, a citizen of the Commonwealth of Pennsylvania and the Respondent in AAA Case No. 01-15-0002-6140.

5. The Defendant, CW3, LLC (“CW3”) , is, upon information and belief, an entity formed to do business in Pennsylvania, but no longer doing business. The Plaintiff asserts that CW3 was, at all relevant times, the trade name and alter ego of Washington. At all relevant times, Washington held himself out to be the sole principal and manager of CW3.

6. Washington and CW3 were the Respondents in the Arbitration.

### **Factual Background**

7. On or about September 14, 2015, Arbitrator William Karl Wilburn, duly appointed arbitrator under the Rules of the American Arbitration Association, issued a Final Award in the Arbitration (“the Award”), granting the Applicant an Award against the Defendants totaling \$472,858.76, comprised of Compensatory Damages of \$450,312.62, pre-Award interest of 14,711.14 and administrative fees and costs of \$7,835.00.

8. In addition, the Arbitrator awarded post-Award interest at the rate of 10% per annum.

Calculated on the Compensatory Damages, the interest is accruing, from September 14, 2015 at the per diem rate of \$129.55. Through September 1, 2018 the total accrued interest is \$140,432.19. A copy of the Arbitrator's Award in the Arbitration is attached hereto as Exhibit 1 and incorporated herein.

**Relief Requested**

9. In accordance with the Act, Section 9, the Plaintiff respectfully requests that this Court confirm and ratify the Award and grant judgment thereon to enforce all of the terms and conditions of the Award against the Defendants.

WHEREFORE, the Plaintiff requests that this Honorable Court enter judgment as follows:

1. ratifying and confirming the Arbitration Award dated September 14, 2015; and
2. Entering judgment thereon in favor of the Plaintiff and against the Defendants, jointly and severally, in the amount of \$472,858.76, representing damages of \$450,312.62, fees and costs of \$7,835.00 and pre-Award interest of \$14,711.14, plus interest on the full Award at the rate of 10% per annum from September 14, 2015 (*\$129.55 per diem*); and
3. For such other and further relief as may be consistent with the arbitration award and the relief requested hereby.

Dated: September 5, 2018

LAW OFFICE OF PHILIP J. McNUTT, PLLC

By: /s/ Philip J. McNutt  
Philip J. McNutt  
Fed. Bar No. 08555 (MD)  
11921 Freedom Drive  
Suite 584

Reston, VA 20190  
703-904-4380  
202-397-9217(Fax)  
[Pmcnutt@mcnuttlawoffice.com](mailto:Pmcnutt@mcnuttlawoffice.com)